

LEASE NO. GS-03P-LVA00547

Global Lease
GSA FORM L100 (10/2018)

This Lease is made and entered into between

EGP 1970 Richmond LLC

(Lessor), whose principal place of business is 2101 L St NW Ste 650, Washington, DC 20037-1659, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1970 E Parham Road, Richmond, VA 23228-2206

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on January 16, 2021 and continuing for a period of

20 Years, 15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b)(6)
Name: ANDREW G. PULLIAM
Title: EXECUTIVE VICE PRESIDENT
Entity Name: EGP 1970 Richmond LLC
Date: 7-18-19

FOR THE GOVERNMENT:

(b)(6)
Name: Rubekah R. Cowles
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: July 24, 2019

WITNESSED FOR THE LESSOR BY:

(b)(6)
Name: Russell Dalin
Title: VP
Date: 7/18/19

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: 96,607 rentable square feet (RSF), yielding 87,915 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st through 3rd floor(s), of the entire Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 9.89%. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 287 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 76 shall be structured/inside parking spaces, and 211 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2017)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	(b)(4)	(b)(4)
OPERATING COSTS ²		
TENANT IMPROVEMENTS RENT ³		
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴		
PARKING ⁵		
TOTAL ANNUAL RENT	\$3,477,956.54	\$3,291,289.16

¹Shell rent calculation:

(Firm Term) (b)(4) per RSF multiplied by the RSF stated under Paragraph 1.01

(Non Firm Term) (b)(4) per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: (b)(4) per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of (b)(4) are amortized at a rate of (b)(4) percent per annum over 15 years.

⁴Building Specific Amortized Capital (BSAC) of (b)(4) are amortized at a rate of (b)(4) percent per annum over 15 years.

⁵Parking costs described under sub-paragraph B below

B. Parking shall be provided at a rate of (b)(4) per parking space per month (structured/inside), and (b)(4) per parking space per month (surface/outside).

C. In accordance with the Lease negotiations, the Lessor has offered (b)(4).
Therefore, (b)(4).

D. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b)(4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b)(4) of the Commission will be payable to CBRE, INC. with the remaining (b)(4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Lessor has provided (b)(4)

Month 1	Rental Payment	(b)(4)	minus prorated Commission Credit of	(b)(4)	equals	(b)(4)	adjusted	(b)(4)	Month's Rent.*
Month 2	Rental Payment	(b)(4)	minus prorated Commission Credit of	(b)(4)	equals	(b)(4)	adjusted	(b)(4)	Month's Rent.*
Month 3	Rental Payment	(b)(4)	minus prorated Commission Credit of	(b)(4)	equals	(b)(4)	adjusted	(b)(4)	Month's Rent.*
Month 4	Rental Payment	(b)(4)	minus prorated Commission Credit of	(b)(4)	equals	(b)(4)	adjusted	(b)(4)	Month's Rent.*
Month 5	Rental Payment	(b)(4)	minus prorated Commission Credit of	(b)(4)	equals	(b)(4)	adjusted	(b)(4)	Month's Rent.*
Month 6	Rental Payment	(b)(4)	minus prorated Commission Credit of	(b)(4)	equals	(b)(4)	adjusted	(b)(4)	Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2018)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	2	A
FLOOR PLAN(S)	3	B
PARKING PLAN(S)	1	C
AGENCY REQUIREMENTS	56	D
SECURITY REQUIREMENTS	11	E
GSA FORM 3517B GENERAL CLAUSES	15	F
SMALL BUSINESS SUBCONTRACTING PLAN	12	G

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b)(4) per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of (b)(4) percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b)(4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b)(4)

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b)(4) per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of (b)(4) percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is one hundred (100%) percent. The Percentage of Occupancy is derived by dividing the total Government Space of 96,607 RSF by the total Building space of 96,607 RSF. The tax parcel number is 776-758-8773.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](https://ret.gsa.gov).

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **(b)(4)** per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **(b)(4)** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage."

- \$45.00 per hour per zone
- No. of zones: 2

B. INTENTIONALLY DELETED

1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall install LED lights in all areas renovated in accordance with Exhibit D. Additional lights shall be converted to LED, as necessary, throughout the duration of the Lease.

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: 080095191.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

D. Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. INTENTIONALLY DELETED

B. Within 30 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 ~~LABOR STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2017)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at WWW.SFTool.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2017)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

During the life of the Lease the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.11 VESTIBULES (APR 2011)

A. Existing vestibules shall remain in place at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

(b)(5)

3.14 FIRE ALARM SYSTEM (SEP 2013)

(b)(5)

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (NOV 2018)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
4. If this Lease was awarded to an existing Building that was unable to earn the ENERGY STAR® label for the most recent year (as defined above) during EPA's temporary suspension in the issuance of ENERGY STAR® labels, then the Lessor must earn the ENERGY STAR® label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease), subject to a time extension as described under sub-paragraph A.6 below.
5. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.
6. Notwithstanding the post-award timeframes specified above for achieving the ENERGY STAR® label, the LCO shall grant an additional time extension to the Lessor in instances where the Lessor is unable to obtain an ENERGY STAR® label due to EPA's review and temporary suspension in certification, provided the Lessor has demonstrated, to the satisfaction of the LCO, that such suspension delayed their ability to obtain the ENERGY STAR® label in a timely manner. Such time extension, which shall be the Lessor's sole remedy, shall not exceed the length of time associated with the EPA suspension for the affected property category.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
 - a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44.

(b)(5) The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2014) INTENTIONALLY DELETED

3.18 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (OCT 2017)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (OCT 2017)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. INTENTIONALLY DELETED

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.36 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.37 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

A. INTENTIONALLY DELETED

B. Compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

(b)(5)

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

(b)(5)

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **INTERIOR FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.46 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2005)~~ INTENTIONALLY DELETED

3.47 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED

3.48 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED

3.50 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED

3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

D. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

E. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

F. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.
2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

- 3.53 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS—LEASE (SEP 2014)~~ INTENTIONALLY DELETED
- 3.54 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—LEASE (SEP 2014)~~ INTENTIONALLY DELETED
- 3.55 ~~DESIGN EXCELLENCE—LEASE (OCT 2016)~~ INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 65 Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least three (3) submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within 20 Working Days of the Government's request.

B. DIDs: For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 (reimbursable): INTENTIONALLY DELETED

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 15 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 90 Working Days following the approval of DIDs. The Lessor should anticipate at least two submissions of CDs before submitting 100% CDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 5 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 10 Working Days to review each submission of CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 20 Working Days following the commencement of the Government's final CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 20 Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 45 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 90 Working days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2017)

The Lessor shall submit to the LCO:

A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.

B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. Any waiver needed when not using materials from the Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.

- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 10 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ~~ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)~~ INTENTIONALLY DELETED

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)~~ INTENTIONALLY DELETED

4.12 AS-BUILT DRAWINGS (OCT 2017)

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENTIONALLY DELETED

4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)

With respect to the following bulleted paragraphs, the Government accepts the tenant improvements in their existing condition. Notwithstanding this acceptance, the requirements under these paragraphs shall pertain to future repair or replacement due to maintenance or alterations performed throughout the term of the Lease.

- DOORS: INTERIOR
- DOORS: HARDWARE
- PARTITIONS; SUBDIVIDING
- HEATING AND AIR CONDITIONING
- ELECTRICAL: DISTRIBUTION
- LIGHTING: INTERIOR AND PARKING - TI

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. INTENTIONALLY DELETED

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent

tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (OCT 2017)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.

C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2017)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

(b)(5)

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

(b)(5)

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A.

(b)(5)

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide

(b)(5)

C. The Lessor shall furnish and install

(b)(5)

The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D.

(b)(5)

Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

(b)(5)

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 6 AM to 8 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)~~ INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2018)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease. See list of 24/7 HVAC in Exhibit D.

H. INTENTIONALLY DELETED

I. INTENTIONALLY DELETED

6.06 OVERTIME HVAC USAGE (OCT 2018)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,500 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,500 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space after Year 7 of the Lease. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space after Year 7 of the Lease, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that

implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES). In accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: [HTTP://C SRC.NIST.GOV/GROUPS/STM/CMVP/DOCUMENTS/140-1/1401VEND.HTM](http://csrc.nist.gov/groups/STM/CVMP/DOCUMENTS/140-1/1401VEND.HTM). All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the [HTTP://C SRC.NIST.GOV/GROUPS/STM/CMVP/VALIDATION.HTML#02](http://csrc.nist.gov/groups/STM/CMVP/VALIDATION.HTML#02). (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database AT [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov) that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;

- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/PUBSTC.HTML#FORENSICS](http://CSRC.NIST.GOV/PUBLICATIONS/PUBSTC.HTML#FORENSICS). At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF), and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2018)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level (b)(3) attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 4.01 SCHEDULE FOR COMPLETION OF SPACE
- 6.05 HEATING AND AIR CONDITIONING
- 6.12 MAINTENANCE OF PROVIDED FINISHES

7.03 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

ALL THAT CERTAIN PIECE OR PARCEL OF LAND lying on the Northern Right-Of-Way Line of Parham Road and being in the Brookland District of Henrico County, Virginia, containing 11.75010 acres of land, more or less, and being more particularly described as follows:

BEGINNING at a point of the Southwestern corner of Parcel 1, said point being on the Northern Right-Of-Way Line of Parham Road;

THENCE along the lands of Sherry M. Beck as recorded in Deed Book 3062, Page 1653, N 05°46'10"E, passing a rod found at 10.00 feet, a total distance of 652.35 feet to a rod found;

THENCE along the Southern line of Old Hungary Road (30 feet wide), S 85°19'40"E, 208.14 feet to a rod found;

THENCE with a curve to the left having a radius of 1142.57 feet, an arc length of 195.96 feet and a chord of N 89°45'32"E, 195.72 feet to a rod found;

THENCE with a curve to the left having a radius of 124.22 feet, an arc length of 49.68 feet and a chord of N 73°23'15"E, 49.35 feet to a rod found;

THENCE N 61°55'45"E, 152.74 feet to a rod found;

THENCE along the lands of Dan M. and Sue T. Rowe as recorded in Deed Book 1442, Page 342, S 25°33'15"E, 473.00 feet to a rod found;

THENCE along the lands of the County School Board of Henrico County (Brookland Middle School) as recorded in Deed Book 903, Page 563 and Deed Book 853, Page 557, S 24°53'50"E, 198.96 feet to a rod found;

THENCE S 24°49'50"E, 93.05 feet to a rod found;

THENCE with a line between Parcel 1A and Parcel 1B, N 84°38'04"W, 155.73 feet to an iron rod set;

THENCE along a line between Parcel 1A and Parcel 2, N 84°38'04"W, 268.54 feet to an iron rod set;

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THENCE with a line between Parcel 1A and Parcel 1C N 38°23'05"W, 70.00 feet to a PK nail found;

THENCE S 51°36'55"W, 16.06 feet to a scribe found in the gutter pan;

THENCE with a curve to the left having a radius of 645.29 feet, an arc length of 84.46 feet and a chord of S 47°51'56"W, 84.40 feet to an iron rod set;

THENCE with a curve to the right having a radius of 208.04 feet, an arc length of 84.42 feet and a chord of S 55°44'29"W, 83.84 feet to a nail found;

THENCE with a curve to the left having a radius of 366.31 feet, an arc length of 229.62 feet and a chord of S 49°24'32"W, 225.88 feet to an iron rod found on the Northern Right-Of-Way line of Parham Road (100 Feet wide);

THENCE along the Northern line of Parham Road N 54°38'05"W, 240.10 feet to the POINT AND PLACE OF BEGINNING.

The above metes and bounds description composing the entirety of Parcel 1A, 11.75010 Acres, more or less, as shown on the plat entitled "Plat Showing a Proposed Resubdivision of the Property of TR Parham Corporation, Also Known as Parham Place Parcel 1" dated August 27, 1999, revised November 15, 1999, made by Dewberry & Davis and recorded in Plat Book 108, page 510.

TOGETHER WITH a non-exclusive easement for pedestrian and vehicular ingress and egress over the road located on Parcel 1C, as set forth in the Declaration of Easements, Covenants and Agreements, made by TR Parham Corp., an Illinois corporation, dated November 16, 1999, recorded November 16, 1999, in Deed Book 2962, page 997.

RE\69498\0023\609011v1

EXHIBIT B - FLOOR PLAN

(b)(5)

A1.1

ISSUED FOR PRESENTATION
DATE: 9-1-99
REVISED DATE:

PROJECT NO. 9901
AUTOCAD FILE:

ATHA ARCHITECTURE P.C.
1803 CONESSEE, KANSAS CITY, MISSOURI, 64102
(816) 474 - 1155
(816) 474 - 9405 E-MAIL: ATHA@GCI.COM

(b)(5); (b)(7)(F)
RICHMOND, VIRGINIA

RECEIVED BY THE PENROSE CORPORATION

LEASE NO: GS-03P-LVAU0547

INITIALS: 163 LESSOR & pen GOVT

(b)(5)

A1.2

ISSUED FOR PRESENTATION
DATE 5-1-99
REVISED DATE

PROJECT NO. 99001
ALTERAS FILE

ATHA ARCHITECTURE P.C.
1800 GENESSEE, KANSAS CITY, MISSOURI, 64102
(816) 474 - 1155
(816) 474 - 9405 E-MAIL: ATHA@GULCO.COM

NEW OFFICE FACILITY for
PROJECT (b)(5); (b)(7)(F)
RICHMOND, VIRGINIA

DESIGNED BY THE PENROSE CORPORATION

(b)(5)

A1.3

ISSUED FOR PRESENTATION
DATE: 3-1-99
REVISED DATE:




PROJECT NO. 99001
AUTOCAD FILE

ATHA ARCHITECTURE P.C.
1600 GENESSEE, KANSAS CITY, MISSOURI 64102
(816) 474 - 9425 E-MAIL: ATHA@CULCOM

PROJECT: NEW OFFICE FACILITY for
RICHMOND, VIRGINIA
(b)(5), (b)(7)(F)
DESIGNED BY THE PENROSE CORPORATION

(b)(5)

(b)(5)

AN ALTACSM LAND TITLE SURVEY PARHAM PLACE PARCEL 1A		 Dewberry 10000 North 1st Avenue, Suite 100 Denver, CO 80231 Phone: 303.733.1000 Fax: 303.733.1001 www.dewberry.com
PLAT SHOWING		
		
SHOWN AND TESTIMY SUBMITTED TO THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES		

INITIALS: AD LESSOR & WVC GOVT

Scope of Work

(b)(5); (b)(7)(F) Richmond, VA

Tenant Improvements

Reference attached marked up plan along with specific scope notes below.

The proposed scope of work includes the following modifications:

- 1) Visitor Screening Facility (VSF): Furnish and install a new prefabricated visitor screening facility including all infrastructure necessary (water, sewer, power, communications). See attached Program of Requirements and rough site plan for further information. VSF shall be equal to Par-Kut 18x23 screening building with restroom.
- 2) Mail Screening: Convert room 152 into a mail screening area. Provide a new dedicated air-handling unit to serve the room with MERV-13 filtration. Relocate the existing water heater in room 152 to another location within the building. The location is to be determined based on consultation with the Lessor's engineer and the Government. Provide labor to relocate the x-ray machine from the current mail room to the new mail room. In addition to work in room 152, provide a new set of double doors in place of the current single door at door 021. Installation of the double door may require a new lintel and CMU tooth-in around door frame. Lessor to confirm design.
- 3) Covered Parking Area / Carport / Canopy for Specialty vehicle area (mobile command post): Design and build a new canopy consisting of concrete foundations, structural steel framing, light gauge joists, and metal roofing along with all appurtenances. The canopy will be located as per the site plan area labeled "Covered Parking." See attached rough sketch for dimensions of canopy. Lights and electrical receptacles are required. The incinerator power may be repurposed for new electrical requirements. Lessor shall complete design and provide transformer and panelboard as needed.
- 4) Back gate / Hungry Road (3rd Entrance - separate from PSE and SSE): Furnish and install a single 20' jersey barrier at the back gate.
- 5) Loading dock: Modify the existing loading dock leveler and pads as per the attached scope prepared by Heritage Door Company in 2014.
- 6) Intercom / Paging / Public Address System: Furnish and install a new building-wide public address system. Remove the existing system along with all wiring once the new system is operational. Note: If a single amp, it should have multiple zones. The new intercom system will need aux inputs. The speaker wires should be replaced to improve the audio quality
- 7) Restroom Doors: Furnish and install automatic door openers on the group restrooms on 2nd and 3rd floor. Auto operators shall operate both doors to each restroom and shall be coordinated to activate from actuator buttons placed inside and outside the restroom.
- 8) Four Entry Gates: Modify the existing metal gates (four gates) to close the gap between the ground and the bottom of the gate. Maximum clearance shall be 3". See attached proposal from Custom Ornamental Iron dated 12/22/2016 for detailed scope.
- 9) Not used

12/3/2018

Page 1 of 3

Scope of Work

(b)(5); (b)(7)(F) Richmond, VA

Tenant Improvements

10) INTENTIONALLY DELETED

- 11) Exterior doors: Replace hardware on existing exterior doors (10 doors) with 3-point latching device hardware. One (East stairwell) will need a keyway: VON DUPRIN EL-9857-NL-F; Two (patio fire escape & East garage) will not have hardware on the outside: VON DUPRIN 9857-EO-F-ALK without dogging option. The remaining seven will need a blank keyway: VON DUPRIN EL-9857-DT-F. Emergency exit doors receive no exterior hardware. Visitor entrance excluded from this requirement.

12) Not used

- 13) HVAC for Server Room 220: Furnish and install new ductless split system for room 220. System shall consist of 36,000 BTU of supplemental cooling. Furnish and install two (2) 1.5 ton ductless indoor air handling units, one (1) branch controller on a dedicated 15A/208VAC standby power circuit, one (1) multi-zone outdoor unit on a dedicated 30A/208VAC standby power circuit, and one (1) wall control unit for basic group control functions. Furnish and install new insulated line sets for system, pressure test, and charge with R-410A refrigerant. Install new pitch pocket through the roof for the line set and power wiring, and properly seal with pitch to eliminate water infiltration and maintain roof system integrity. Furnish and install PVC drain line tied into the existing condensate drain piping. Start up new system and ensure proper operation. Provide electrical service as required for new equipment.

- 14) 2nd & 3rd floor alterations: Design and build renovations of 2nd floor and 3rd floor specific areas as indicated herein. The scope of work will be finalized during the design process.

The 2nd floor renovation is to meet the new layout as indicated on the attached plan labeled "2nd Floor Renovation and dated 11/13/2018. New wall construction and doors shall be provided where indicated. Electrical work associated with new layout and new furniture layout shall be provided. Scope shall include reconfiguration of sprinkler heads as needed due to new layout.

The 3rd floor renovation is divided into two areas as follows:

- i) Meet the new layout as indicated on the attached plan labeled "3rd Floor Renovation" and dated 11/13/2018. The scope includes removing the existing partitions as noted, the necessary electrical and tele/data wiring necessary to facilitate the reconfiguration of workstations as indicated. Lessor shall confirm if HVAC modifications are needed to due increased quantity of workstations/personnel. Light demolition may be required. Complete new finishes is not anticipated. Patching of carpet where necessary shall be provided.
- ii) Operations Center: renovate to meet the new layout as indicated on the attached plan labeled "Ops Center Renovation" and dated 11/13/2018. Scope includes new flooring and base. New wall construction and doors shall be provided where indicated. Electrical

Scope of Work

(b)(5); (b)(7)(F) Richmond, VA

Tenant Improvements

work associated with new layout and new furniture layout shall be provided. Scope shall include reconfiguration of sprinkler heads as needed due to new layout.

--- END OF SCOPE ---

(b)(5); (b)(7)(F)

PROGRAM OF REQUIREMENTS FOR NEW VISITOR SCREENING FACILITY AND ENTRANCE CONTROL

August 20, 2018

(b)(5); (b)(7)(F)

This POR provides specific agency requirements intended to give the Lessor information from which to develop their design.

U. S. General Services Administration

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1.0 DESIGN OVERVIEW

1.1 PROGRAM GENERAL

This document represents the Government's detailed design requirements for the utilities, mounting pad and site prep required for the installation of the Pre-Fabricated Visitor Screening Facility (VSF) and Primary Site Entry and Secondary Site Entry's Hydraulic Vehicle Barriers (HBV) to the extent such requirements can be documented in the absence of a design to graphically illustrate the requirements. The Government believes these documents are thorough, of high quality, and are as complete as can reasonably be expected.

The project design and its ultimate implementation must be complete in every way, and must provide the durability, serviceability, and full functionality anticipated by the requirements within the POR for the contracted term, notwithstanding that all the technical requirements or arrangement of any component of the facility may not have been completely described.

1.2 PROJECT PURPOSE

The Lessor shall purchase and install a Pre-Designed/Fabricated Visitor Screening Facility (VSF) adjacent to the Primary Site Entry (PSE) for security screening of visitors and to serve as the primary security guard station. Location of New VSF and site modifications to be coordinated with (b)(5), (b)(7)(F). The new VSF manufactured by (b)(5) will be delivered on site in two sections with loosely shipped equipment. The structure and all connection of services shall be prepared and installed as per pre-fabricated structure manufacturer requirements. The Lessor shall provide all required modification to the existing perimeter fence to install the VSF.

The Lessor shall provide two (2) new Hydraulic Vehicle Barriers (HVB) per entrance to replace the existing HVB. The new HVB shall be the (b)(5) Barriers. There are two entrances per site. At least one entrance shall be fully operational during construction of the VSF and site improvements to ensure the continuous operation of the existing facilities.

Existing Guard Booth shall be removed and any opening in the perimeter site barrier shall be enclosed to match site perimeter barrier. All controls to PSE and SSE equipment shall be moved from existing guard booth to new VSF.

1.3 CODES AND STANDARDS

The Lessor shall comply with all applicable federal, state, and local building codes, zoning ordinances, and laws and shall obtain all permits and approvals required by the authorities having jurisdiction (AHJ). (b)(5) will provide code complaint structure as part of the shop drawings packages. (b)(5) is responsible acquiring all pre-fab VSF related labels. All design and construction work performed for this project shall comply with the most current edition of the codes adopted by the project jurisdiction.

All products, materials, and equipment specified shall be installed in accordance with the manufacturer's recommendations and written specifications.

2.0 GENERAL REQUIREMENTS

2.1 SITE PLANNING

- A. Existing site conditions shall be evaluated prior to the submission of the proposal to determine if these required items are to be relocated. Coordinate with Government based on existing site conditions.
- B. Pedestrian and Vehicular Circulation
 - 1. Visitor walkways: A walkway shall be maintained or provided if necessary, from the visitor parking lot to the VSF and from the VSF to the main entrance of the Office Building. Each walkway shall meet the following requirements:
 - a. Paved surface, concrete or same material as is used for sidewalk in sites.
 - b. Accessible to the disabled.
 - c. The approach shall be fully visible by the guard in the VSF.
 - 2. Restriction of Visitors: A means shall be provided to usher visitors directly to the Office Building main entrance from the VSF and discourage / restrict visitors from wandering off to other parts of the site. The means used shall be effective but not overly confining or obtrusive.
 - 3. Drop off area: Location of new VSF should incorporate a passenger drop off area shall be provided in front of the VSF for employees and visitors arriving by taxi, shuttle bus, or car.
- C. Primary Site Entrance: Refer to drawing "Primary Site Entrance" (PSE) conceptual layout in DIAGRAMS section of this POR unless noted otherwise, all elements called out in the conceptual layout shall be provided, installed, and maintained by the Lessor.
 - 1. Turnstile: It is a full height turnstile, (b)(5) or equal approved by the contracting officer prior to award. Make provisions to ensure that turnstile cannot be used to climb over. Provide necessary protection to prevent anyone from climbing over. Solution shall be approved by (b)(5), (b)(6). The turnstile is to rotate freely in one direction only on the secure side for free egress from the site (without keypad release) for normal or emergency conditions. For site entry from the non-secure side, cleared personnel may use the turnstile to avoid entering the VSF by use of the security keypad located on the non-secure side of the turnstile. An authorized entry on the security keypad releases the turnstile to rotate one cycle only in the opposite direction for entry by the user, and will require a separate validation by key card for each person requiring entry. Provide the following:
 - a. Finish: Powder coated
 - b. Keypad mounting: (b)(5) with adapter for Government-furnished keypad/backbox.
 - c. Entry/exit configuration: Fail-secure entry / fail safe exit
 - d. Activation lights:
 - i. Red light: Illuminated red light indicates turnstile is locked and ready for card presentation
 - ii. Green light: Illuminated green light indicates an authorized card has been presented; the turnstile will unlock.

2. Pedestrian gate: The 3'-0" gate is part of the perimeter pedestrian barrier (not vehicle barrier) and shall match the perimeter fence in style and height. The gate shall provide free egress from the secure side as required by NFPA 101. Physical barriers shall be provided to prevent the gate from being opened from the unsecure side by reaching through the gate or fence. An example would be metal mesh and steel angles above and below the panic bar, with an angle leg extending beyond the panic bar to preclude someone from using rope or wire through the mesh to depress the panic bar.
3. Hydraulic barrier and traffic arm: The barrier portion of the unit shall be a maximum of 12'-0" wide. The operating mechanism shall be located (b)(5)
When the barrier is in the down position the full width of the traffic lane shall be clear. When the barrier is in the up position, the maximum dimension between it and any other anti-ram/anti-climb portion of the perimeter barrier shall be 4'-0" clear. No portion of the operating component shall extend beyond the curb line into the traffic lane. The hydraulic barrier shall be provided with both a traffic arm and a red/green traffic light to control vehicle movement through the barrier. Locate the traffic light so that it will be easily seen by a driver in a vehicle in front of the gate and barrier. The hydraulic barrier shall be installed per manufacturer's recommendations regarding storm water drainage.
4. Loop detector: Each loop detector shall be saw cut into the pavement to control barrier activation by detecting the presence of a vehicle. The loop detector and the access control keypad shall be aligned and be located optimally from the related traffic arm.
5. Sliding gate: The gate will normally be closed to prevent unauthorized persons from walking into the compound. (b)(5)
The gate's appearance shall match the perimeter fence. Maintain a maximum clearance of 4" between the bottom of the gate and the drive lane surface. Any variation to the operation of the gates (for example, pivoting or swinging), shall require approval by the LCO. At all motorized gates (primary and secondary entrances), every exposed entrapment point must be eliminated or guarded. Gates and their installation must meet UL 325.
6. Bollards: The bollards shall form part of the perimeter vehicle barrier and (b)(5)
(b)(5) Bollards shall be spaced no more than 4'-0" clear. Benches, trash receptacles, planters, and other site amenities which are designed to meet the anti-ram requirements are acceptable and may be offered. Bollards and other amenities shall be located so they can't be used to climb over the perimeter fence or VSF. Details and calculations shall be provided to the Government for approval at the 50% plan submission stage to show compliance with the anti-ram barrier requirements.
7. Keypad: Two access control keypads are (b)(5)
The keypad will be furnished by the Government, all other mounting and accessories, including the pedestals, shall be provided by the Lessor. The Lessor shall also provide bollards placed to protect the pedestals from being damaged by vehicles.
8. Speed Bumps: Existing to remain or provide new as required.

- D. Perimeter barrier: Modify and or restructure the existing perimeter fence as required for the new VSF installation. The Lessor shall ensure the fence will maintain its integrity during construction or be supplemented with (b)(5) approved methods.
- E. Reasonable consideration should be taken to conceal all utilitarian site items, e.g., transformers, drain structures, HVAC compressor, etc., so they are not visible to visitors. If this is not possible, utilitarian site items shall be aesthetically screened.
- F. Paved Surface: Paved surface should be maintained and repaired to maintain operation of Facility.
- G. Landscaping: The landscaping around the VSF should be consistent with landscaping around the Office Building. The grass and landscaped areas adjacent to the paved areas shall slope away from the VSF a minimum of ½ inch per foot for 10'-0" minimum beyond the paved surfaces. The lessor shall take precautions to design the facility to prevent rain water from entering the VSF.

2.2 VISITOR SCREENING FACILITY (STRUCTURE COORDINATED BY (b)(5); (b)(7)(F) WITH (b)(5))

- A. The VSF pre-fabricated unit Model (b)(5) as fabricated by (b)(5) was coordinated by (b)(5); (b)(7)(F) to accommodate all the requirements included in this POR.
- B. Provide a Visitor Screening Facility (VSF) building as a separate Pre-fabricated steel structure (b)(5) (b)(5); (b)(7)(F) approved equal by (b)(5); (b)(7)(F) adjacent to the PSE and Visitor Parking. Circulation to and through the VSF shall optimize control of the flow of pedestrians without interfering with vehicular traffic. Windows shall be designed to give guards maximized direct visual observation of approaching vehicles and pedestrians, the screening process, the entrance gate(s), pedestrians walking to the main building, and any other areas under their control. The estimated weight of the VSF structure is 50,000 pounds.
- C. The VSF shall include the elements and functionality depicted in the drawing "VISITOR SCREENING FACILITY" in the DIAGRAMS section of this POR. The Prefabricator shall provide solid surface countertop as depicted by the keynote in the diagram. Lessor to coordinate with final shop drawings from (b)(5). Lessor shall provide holding lockers for visitor's electronic devices shall be secured to the perimeter wall of the guard area. The security screening equipment will be provided and installed by the Government. All exterior windows of the VSF shall be provided with window blinds.
- D. The VSF is divided into five functional areas: The GUARD AREA, the RESTROOM AREA, the SCANNING AREA, COMPLAINT ROOM and CLOSETS AREA. Only (b)(5)

(b)(5)

- E. VSF ROOMS: Refer to drawing "VISITOR SCREENING FACILITY" (VSF) CONCEPTUAL LAYOUT in DIAGRAMS section of this POR. This section is provided as a reference. The coordination and shop drawing approval of the VSF pre-fabricated unit will be performed by (b)(5); (b)(7)(F)

1. Guard Area:

(b)(5)

(b)(5)

2. **Restroom:** Provide ADA accessible unisex restroom for guard use only within the VSF. The door to the restroom shall be provided with a privacy thumb-turn that indicates "OCCUPIED" or "IN USE" at the outside of the door. Door hardware function: ANSI F02 (privacy function). Provide with door closer. Provide a wall hung sink with hot and cold running water, and wall mounted toilet. Provide; mirror above sink, soap, toilet paper, paper towel dispensers and waste basket. Coordinate all plumbing with final Park-Kut shop drawings in preparing the concrete slab to receive the pre-fabricated structure.
3. **Scanning Area:** The VSF is designed so that persons who are not in wheelchairs are able to enter the Scanning Area, proceed through the scanning equipment and further into the mantrap while the guard monitors the process from the Guard Area. Wheelchair users will still need to be checked with a handheld scanner. For control purposes scanning is limited to one person passing through the space at a time, unless another guard is assisting. After approaching the walk-up window and speaking with the guard, the guard remotely releases the door to allow the visitor to enter the facility. Lessor to coordinate with pre-fabricator the level of the concrete pad and any sloping on the pad as needed to allow proper entrance by code. After the visitor passes through the screening equipment, the guard remotely releases the mantrap door to allow the visitor to exit the mantrap. Door hardware function: 3-point latching exit device or Government approved substitution with electric latch retraction with exterior keyway and, non-removable pin hinge, closer.
4. **Complaint Room:** Room for visitors to talk with (b)(5); (b)(7)(F) adjacent to the Scanning Area. The door into this room from the screening area shall be provided with electric latch retraction connected to a remote door release actuated from the Guard Area with a 1 minute duration. All walls and openings enclosing this room shall be constructed to reduce sound transmission. All penetrations through walls or slabs enclosing this room shall be sealed with acoustical caulking.
5. **Equipment Closets:** Prefabricated structure shall include a closet for the electrical panel, plumbing and security panels. Hardware ANSI F07 (Storage Function) with closer. Provide painted plywood mounting board on the wall of the security closet. Provide fire rated plywood if required by code.
- F. All penetrations through walls or slabs shall be sealed with acoustical caulking. Coordinate with FBI for each penetration and sleeves.
- G. Lessor to provide grommets, in solid surface work counter and coordinate with the Government for the Government provided double file cabinets. Coordinate with equipment layout and controls.
- H. The roof shall extend 2'-0" beyond the building façade with a 21" fascia. The roof drainage system shall be designed to divert rain water so that it does not run over the roof edge

onto pedestrians and not drain across walkways. The roof design shall also incorporate protection, in applicable geographic locations, such that ice also does form on the roof. Coordinate drainage with prefabricator gutters design.

- I. The Lessor shall provide a microwave oven, an under counter compact refrigerator. Coordinate with prefabricator.
- J. Unless noted otherwise, all elements shall be provided by the Lessor, including required water, sewage, power, communications and data connections to run Government provided equipment. The Lessor shall verify equipment specifications and model numbers with the Government during design as these may have changed after issuance of this POR.
- K. The Government will provide a walk-through metal detector, (b)(5) or similar. The unit is not ADA compliant and therefore persons in wheelchairs will be screened by hand and escorted to the man gate adjacent to the structure. This item will be Government furnished, installed, and maintained. Lessor to coordinate power requirements with the prefabricator.
- L. The Government will provide and maintain an X-ray machine, (b)(5) or similar. Lessor to coordinate power requirements with the prefabricator.
- M. Lessor to provide lockers shall be provided to hold cell phones and other electronic items that are not permitted on site. Provide ten (10) open compartments. Compartment size to be 4" wide x 5" high x 7" deep.
- N. Prefabricator shall provide (b)(5) in the Guard Area for the (b)(5) in the office building within the Guard Area. The Lessor shall coordinate the location of the (b)(5) with the Government during design. Concealed conduit and pull-string from (b)(5) Provide an additional junction box for future alternate use.
- O. All electrical service to the VSF as well as branch circuits for gates and vehicle barricades shall be fed from (b)(5)
- P. All access control keypads at the VSF doors are provided for guard use only. As with all keypads, the Government will furnish the mounting box to be installed by the Lessor. Refer to Diagram "Door Conduit Condition". The Government will provide and install the keypad and cabling. The prefabricator is responsible of providing the pathway from the security panels. Surface mounted conduit won't be accepted. Coordination of all conduits with prefabricator is critical.
- Q. Pre-fabricated steel VSF structure Model (b)(5) as manufactured by (b)(5) will be provided as two separated sections. It will require assembly by the contractor following manufacturer's recommendations and written instructions.
- R. Items provided by (b)(5) loose and installed by the Lessor:
 1. Light fixtures, water heater, air conditioning units and heating units.
 2. (b)(5) will provide the electrical wiring to satisfy the power requirements for the air conditioning and heating units. (b)(5) will also provide all required pathways for running the refrigerant lines from the evaporators to the condensing units. The Owner shall install the condensing units following manufacturer's recommendations including but not limited to providing a concrete pad, anchoring etc.
 3. Coordinate with (b)(5) for equipment that is going to be provided loose.

3.0 ARCHITECTURAL

3.1 DOORS, DOOR FRAMES, & HARDWARE

A. Entrance Door:

1. Door type: (b)(5) with a laminated glass window. Opening width: 3'-0". 3-point latching exit device or Government approved substitution with electric latch retraction and exterior keyway.

B. Perimeter Doors

1. Doors for spaces scheduled to receive electrified access control hardware shall be provided with conduit condition 2.

C. Closet Doors

1. Swinging exterior doors shall be a minimum 16GA fully welded insulated hollow metal unless noted otherwise in this POR or approved otherwise by the Government. All exterior doors shall be 1-3/4" thick.

D. Interior Doors

1. General requirements: (2) Interior doors shall be provided and shall be minimum 80" tall by 1-3/4" thick, flush. Other door core material, such as cardboard or particle board shall not be acceptable. Single doors shall be 36" wide. Complaint room door shall have door frames with adjustable acoustic seals at head and door jamb. All other interior doors shall have rubber gaskets.

E. Bullet Resistant Door

1. Where a door is located within a bullet resistant partition, the door, frame and hardware shall be bullet-resistant meeting (b)(5) standards. The partition framing shall be reinforced as required to support the door.

F. Insulated Metal Door

1. Where metal doors are required, provide 16 gauge insulated metal doors finished. Paper and cardboard insulation material is prohibited.

G. Door Frames

1. Door frames for doors in ballistic rated partition shall be fully welded Hollow Metal or equivalent as provided by the prefabricator.

H. Additional Door Hardware Requirements: The Lessor shall provide door hardware as follows:

1. Perimeter Doors: All Perimeter entrance doors shall be provided with premium quality, adjustable neoprene weather gaskets (equivalent to Zero International Model #870) at the head and jambs of the door frame. These gaskets shall be used in conjunction with an adjustable door bottom and associated weather-rated aluminum saddle (threshold).
2. 3-Point Latching Exit Device – Exterior Keyway: Where 3-point latching exit devices with electric latch retraction and exterior keyway is required, provide VON DUPRIN EL-9857-NL-F or equal approved by the (b)(5); (b)(7)(F)

3. Storeroom Function – Exterior Keyway: Provide for all closets.
4. Electric Latch – Control Cabling: (Factory installed pathway for cabling) Where electric latch retraction is required for access control, the Lessor shall mount (1) 10"x10" Hoffman box (b)(5) for equipment within the security closet to those Hoffman boxes. The low voltage required to operate the electric latch shall be provided by the Government's access control equipment in the designated security closet. The Lessor shall make provisions for electric power required to operate the electrified hardware. The Government is responsible for mounting the access control equipment in the security closet and terminating the low voltage security electronics cabling to that equipment. The Government is also responsible for connecting the electrified door hardware between the Hoffman box enclosure and the door. The Lessor shall provide, maintain, and replace electric lockset hardware for the life of the lease.
5. Power Supply - Von Duprin 3-point latching device: Where electric latch retraction is required at Von Duprin 3-point latching device locations, the Lessor shall provide the DC power supply for the operation of the electrified door hardware in close proximity to the door and physically mounted (b)(5). The low voltage signal to operate the hardware shall be provided by the Government.
6. Access Control – Infrastructure Requirements: Refer to Door Conduit Condition Diagram for installation locations of infrastructure (conduits/boxes) required to be provided and installed by the Lessor. Government will provide the access control system equipment, including the keypads.
7. Lock Compatibility: All locks shall be compatible with Medeco, ASSA, or Schlage Primus cores.
8. Non-high Security Locks: Interior non-high security door locks shall be 6-pin tumbler type.
9. High Security Locks: The locks shall be (b)(5). The high security locks will be Government furnished, Lessor installed.
10. Removable Cores: Removable cores may be used on interior non-high security doors only. Removable cores shall not be used for exterior doors, or interior high-security doors.
11. Locksmith Clearance: Locksmiths shall be required to have a Limited Background Investigation (LBI) clearance and shall be required to be escorted during installation of high-security locking hardware.
12. Rod and Latch Guard: Doors with surface mounted hardware, on the egress side of the door, that is within 10 inches of the floor shall have an ADA required rod and latch guard.
13. Exterior accessible closet doors/access panels to receive premium quality gasketing/seals to protect from weather, dust, insects, Zero International or equivalent.

3.2 WINDOWS

- A. Interior Windows: The Lessor shall coordinate factory INTERIOR WINDOWS with the prefabricator as follows where designated within this POR:
 1. Transaction Windows with Deal drawer: A transaction window with a lockable, pass-through deal drawer with lid (equivalent to Armortex Transaction Drawer Model SS-4D) and active voice transmission shall be provided in the common wall

between rooms as designated within this POR. Passive voice transmission is not permitted. The location of the sill above the finished floor shall be as required to meet ABAAS, and the top of the window shall be at level with adjacent door frame. The window shall be of laminated glass, except where it is required to be bullet resistant.

2. Bullet Resistant Windows: Where bullet resistant glazing is required, provide as follows:

(b)(5)

3.3 WALLS

- A. Bullet Resistant Walls:

(b)(5)

- B. Plywood: Where plywood is required for partitions and other security features, provide fire resistant plywood where required by code, and as follows:

1. Mounting Boards:

(b)(5)

- C. Coordinate with pre-fabricated structure manufacturer the location of all wall mounted equipment to provide support.

3.4 MILLWORK

- A. NOT USED

3.5 FINISHES

- A. General: Finishes to the prefabricated structure are per manufacturer's provided color palette. If beyond factory application, they shall be approved by (b)(5); (b)(7)(F)
- B. Additional cladding applied finishes to match the Office Building's finishes shall be approved by the (b)(5); (b)(7)(F)

3.6 CEILINGS & VERTICAL CLEARANCES

- A. Unless otherwise noted, minimum clear dropped ceiling heights above finished floor shall be 8' with an 8'-6" structural height for a 6" cavity. (unless otherwise specified)
- B. Ceiling mounted devices including motion sensors, shall be centered on the acoustical tile where installed.
- C. All acoustical ceiling tiles shall meet the following requirements:

1. Noise Reduction Coefficient (NRC) rating of 0.85 or better and an Articulation Class (AC) rating of 180 or better
- D. All VSF rooms except closets will have ceilings. No rough openings will be left in the pre-fabricator's surface material. All will be finished appropriately whether in or out of direct sight.

3.7 SPECIALTY FLOORING

- A. Resilient Flooring: (In all rooms and closets of the VSF unless specified otherwise)
 1. Flooring shall meet the following criteria:
 - a. Thickness. 1/8 inch minimum, pattern wear layer full depth of material,
 - b. ADA compliant for slip resistance,
 - c. Minimum static load of 150 psi,
 - d. Flooring may be tile or sheet
 - e. Non-vinyl options must be approved by the Government.

3.8 PAINT

- A. Where painting is needed in addition to factory application to the VSF structure, paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer.
- B. Wall paint shall be approved by Government, not flat. (Coordinate with Pre-fabricator)

3.9 WINDOW COVERINGS

- A. All windows, interior and exterior, shall be equipped with horizontal window blinds, unless specifically noted otherwise. Vertical blinds will not be permitted. Color selection shall be made by (b)(5), (b)(7)(F)

3.10 SPECIALTIES

- A. Bobrick B-2840 or equivalent shall be provided above the toilet paper dispenser in the restroom.
- B. Refrigerator: Provide compact refrigerator in VSF meeting the following requirements.
 1. Refrigerator shall be 4 cu ft min, all refrigerator. Must fit under the countertop.
 2. Color shall be stainless steel,
 3. Basis of design is Kenmore model #94283.

4.0 MECHANICAL

4.1 DESIGN INTENT

- A. This specification defines the performance requirements of the mechanical systems. It is the intent of this document to require a cost effective system that provides a reliable energy-efficient cooling and heating system that shall provide for the comfort needs of the individuals occupying the building 24 hours per day / 365 days a year.

4.2 HVAC

A. Heating, Ventilating and Air Conditioning Systems

1. All HVAC systems serving normally occupied areas shall maintain the following indoor conditions: 72 F db and between 30% to 60% relative humidity. Humidification and dehumidification equipment may be required depending upon local environmental conditions.
2. All HVAC systems shall provide ventilation in accordance with the latest edition of ASHRAE Standard 62.1. The outdoor air intakes shall be located in an inaccessible location or secured as required by the ISC to inhibit the direct insertion of contaminants.
3. Any air handling device that either conditions or mixes raw outdoor air with re-circulated air shall be equipped with MERV 13 filters as tested in accordance with ASHRAE 52.2.
4. The outdoor design temperature for all cooling systems shall be the 2 percent dry bulb and the corresponding mean coincident wet bulb temperature as listed in the latest edition of the ASHRAE Handbook "Fundamentals". The outdoor design temperature for all heating systems shall be the 99.6 percent dry bulb temperature as listed in latest edition of the ASHRAE Handbook "Fundamentals".
5. The Lessor shall submit cooling load calculations, heating load calculations and outside air calculations for review.
6. Adequate maintenance access shall be provided for all HVAC equipment service. Comply with all manufacturer clearance requirements.
7. All HVAC systems shall be capable of being operated normally, without any manual intervention, 24 hours per day, and 365 days per year.
8. System shall be on essential power. The system shall operate normally in the event of an electrical power outage. Following a loss of offsite electrical power, some components may shutdown and require a delay period prior to automatic restart on the essential power system.
9. Provide 2.5 additional cooling (W/SF) in the Guard Area and Complaint Room above code required cooling.
10. Provide 25 additional cooling (W/SF) in the Comms Closet above code required cooling.

B. Maintenance

1. The Lessor shall be responsible for repairing, servicing and performing preventive maintenance for all HVAC systems. Conform to all of the manufacturer's recommendations that improve system reliability. Make every effort to avoid the potential for equipment failures. The Lessor shall test the 24/7 system to confirm proper operation of mechanical equipment including operation with generator power.

C. Controls and Instrumentation

1. Individual thermostat controls shall be provided for guard area.

D. Systems Testing and Balancing

1. A final testing and balancing report shall be submitted to the Government indicating the results of testing the system's distribution system. The report shall be signed and sealed by a testing and balancing engineer certified by the Associated Air Balance Council (AABC) or the National Environmental Balancing Bureau (NEBB). Delivery

of testing and balancing report to the Government shall be required no less than two weeks before the Government will certify substantial completion.

2. The Lessor shall provide instruction to the Government designated employees in the proper operation and utilization of the system. The Lessor shall demonstrate all modes of operation of the system to the Government or the Government's representative.

4.3 COMMISSIONING

- A. The Lessor shall verify the functional and operational performance of all parts of the System. All tests and inspections required to verify the functions and operations shall be fully documented by the Lessor and submitted to the Government prior to final occupancy.
- B. After completion of the commissioning report, the Lessor shall demonstrate the operation of HVAC system to the (b)(5), (b)(7)(F) engineer.

5.0 ELECTRICAL

5.1 ELECTRICAL GENERAL

- A. Coordinate locations of power receptacles serving specific equipment such as copiers, wall mounted televisions, CATV outlets, etc., to allow efficient placement and concealment of cabling wherever possible.
- B. All branch circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.
- C. Convenience outlets shall be circuited separately from the lighting.
- D. The emphasis of the power distribution design for this facility shall be to provide reliable power distribution to the facility. Power distribution systems shall be protected by integrating transient voltage surge suppression systems.
- E. All conduit shall be concealed in walls, floors, or ceilings unless otherwise noted.

5.2 UTILITY GENERAL

- A. The service entrance feeders entering the building shall be underground and protected from damage.
- B. The Lessor shall provide a telephone service from the Office Building to VSF. Conduit size and quantity shall be determined.

5.3 POWER GENERAL

- A. VSF shall be connected to the (b)(5)
 1. Provide (Receptacle Panel) RP-GB (100A panel 42 pole, 120/208V, 100A service)
 - a. All dedicated (b)(5), (b)(7)(F) load panels shall be 3 phase, main circuit breaker panels.
- B. All electrical panels shall have door-in-door, lockable hinged panel cover.
- C. All branch circuit shall be copper in conduit with unshared ground and neutral wires. The receptacles serving the office equipment and computer shall be provided with its own neutral and neutral cannot be shared.
- D. All receptacle and switch cover plates shall be brushed stainless steel type with circuit number on faceplate.

5.4 GROUND BUS SYSTEM

- A. Provide a grounding bus bar in the communications closets that is connected to the same grounding plane as the incoming electrical service.

5.5 SHIELDED ISOLATED TRANSFORMERS

- A. The Lessor shall provide computer grade shielded isolation transformers for all automated data processing (ADP)/telecommunications equipment (terminals, modems, FM radio, telephone switch) on the ESSENTIAL riser and the SHIELDED riser. The transformers and feeders shall be rated for 100 percent non-linear loads. Transformers shall be K-13 rated. The electrical design engineer shall select one such K-13 transformer on each of the Essential and Shielded risers to additionally be specified as a non-phase shifting delta-zigzag harmonic mitigation type transformer.

5.6 INTERIOR CONDUIT AND SLEEVES

- A. All conduits shall be individually tagged to indicate origination and termination points within the building. Appropriately sized labeled pull strings shall be provided in all empty conduits.
- B. Where conduit or sleeves penetrate fire or sound rated partitions and floors, the Lessor shall be responsible for final installation of any required sound caulking or re-enterable fire-stopping after installation of the cabling through the conduit/sleeve to maintain the rating of the partition/floor.

5.7 GROUNDING, SURGE AND LIGHTNING PROTECTION

- A. The VSF shall have a system of grounding rods, conductors and air terminals for protection against damaging lightning strikes. The installation shall conform to the current applicable requirements of the Underwriters' Laboratories, Inc. Master Label C; NFPA 780 (from the National Fire Protection Association); NRTL (Nationally Recognized Testing Laboratories); LPI-175 (from the Lightning Protection Institute); and National Electrical Code (NEC) Article 250.
- B. The maximum grounding system resistance shall not be more than 10 ohms for normal grounding and shall not exceed 2.5 ohms for electronics, security and communications equipment. The exterior grounding system shall provide interconnection with the interior grounding system.
- C. All separately derived systems, including transformers and generators shall be grounded to the building electrode system.

5.8 LIGHTING

- A. All exterior lighting shall be fed from the emergency power.
- B. The area surrounding the VSF shall be illuminated with an average of five (5) horizontal, maintained foot-candles of illumination to include the entry/exit driveways and a surrounding area of the VSF of not less than ten (10) feet. This illumination shall be provided 360-degrees around the VSF.
- C. Security Lighting: Security lighting shall meet all Government requirements. The Offeror shall provide adequate lighting along the site perimeter(s) (b)(5)

(b)(5) through use of luminaries with a limited color spectrum (i.e. high pressure sodium).

D. Lighting Fixtures:

1. Lighting fixtures shall be LED specification grade and listed or labeled by UL or an approved Nationally Recognized Testing Laboratory (NRTL).
2. LED fixtures shall comply with UL Standard 8750, IES Standard LM-79, IES Standard LM-80, IES Standard TM-21 and ANSI C78.377.
3. Provide only LED fixtures with a Designlights Consortium (DLC) listing, a U.S. Department of Energy (DOE) "LED Lighting Facts" label or a U.S. Environmental Protection Agency (EPA) ENERGY STAR label, which have demonstrated third-party testing verification.
4. LED fixtures shall be modular and allow for separate replacement of LED lamps and drivers. User serviceable LED lamps and drivers shall be replaceable from the room side.
5. Dimmable LED fixtures shall have either a 0-10 volt, 3 wire dimming driver or a two-step (50%-100%) line voltage, two switch controlled dimming driver.
6. LED lamps shall have a color temperature of 3500 degrees K, a CRI of 80 minimum, and a lumen maintenance L70 rating of 50,000 hours minimum.

5.9 SITE CONDUIT

These conduit requirements shall be coordinated with the Government and incorporated in the construction drawings prior to paving of the site. All conduit specified in this POR is for the dedicated use of the Government. All conduits shall be individually tagged to indicate origination and termination points and include a suitable pull string.

A. VSF / Site perimeter to Office Building:

(b)(5)

5.10 ACCESS CONTROL SYSTEM

- A. The Lessor shall install all keypad mounting boxes (with conduit to 12" above ceiling at indoor locations) where required by the Room Data Matrix and further defined in the conduit condition diagram. The mounting boxes will be furnished by the Government. The Lessor shall install the mounting boxes.
- B. A pedestal mounted access control keypad controlling the vehicle gates, barriers, etc., shall be located at each vehicle entrance and exit lane for both the entry and the exit directions. The Lessor shall provide the conduit and pedestals, and install the Government furnished keypad backbox. Unless specified otherwise, the keypads that allow entry onto the secured site shall be dual height boxes located on a pedestal.

5.11 SPECIAL ELECTRICAL

A. For Government installed panic alarm:

(b)(5)

- B. Provide in the Electrical Room: (Receptacle Panel) RP-GB (100A panel 42 pole, 120/208V, 100A service)

- C. Provide in the Complaint Room (2) Cat-5 cable drops in opposite corners of the room for cameras (b)(5) Exact placement to be coordinated with the Government.

6.0 TELECOMMUNICATIONS AND ELECTRONICS

6.1 TELECOMMUNICATIONS SYSTEMS

(b)(5)

6.2 DATA DISTRIBUTION

- A. The Lessor shall ensure that the infrastructure installed to support the data outlets and the associated wiring used to transmit data to workstations will be safely concealed.
- B. The Lessor shall provide cover plates which provide a grommeted opening for each data and panic alarm outlet. Cover plates shall match those provided for electrical outlets and light switches, etc.

7.0 SECURITY

(b)(5)

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

(b)(5)

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

(b)(5)

(b)(5)

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(b)(5)

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(b)(5)

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

(b)(5)

8.3 SITE: "VISITOR SCREENING FACILITY" (VSF) CONCEPTUAL LAYOUT

(b)(5)

8.4 SITE: "VISITOR SCREENING FACILITY" (VSF) CEILING LAYOUT

(b)(5)

8.5 DOOR CONDUIT CONDITION

Rooms noted within the Room Data Matrix with number keys for DOOR CONDUIT CONDITION shall be provided with conduit and boxes according to the following diagram and Door Conduit Condition Legend below

(b)(5)

item. This list shall be updated and submitted with each design and construction documentation phase submission and shall be maintained as the cumulative documentation of changes to the Lease.

- B. Submissions: The Lessor shall provide complete sets of construction drawings at regular intervals during the design process. The review milestones for this project shall be Conceptual Design (10 percent), 50 and 95 percent construction drawings and specifications. The percent drawings refer to the overall drawings set, not each discipline, e.g., the structural drawings may be at a higher percentage completion than the mechanical drawings. Each submission shall include a unified set of civil, structural, architectural, mechanical, plumbing, and electrical drawings and specifications. Drawings unchanged from the previous submission shall be included in the current submission to ensure that each set is complete. All drawing sheets shall be the same size. Each submission shall be labeled with the submission number and date of submission; 3) be accompanied by a transmittal letter that itemizes the contents by title and date; and 4) be accompanied by a cost estimate of the Government Improvements. All Civil drawing submissions shall include ground floor elevations for all buildings, and if possible contour lines.
- C. Conceptual Drawings (10%) Submission Requirements: The 10 percent submittal shall include a site drawing showing the proposed location for the new VSF structure, preliminary coordination with site utilities, any site modifications required for the installation of the VSF and new hydraulic vehicle barriers. The Government shall be allotted 10 business days for the review of these drawings.
- D. 95 Percent Submission Requirements: The 95 percent submittal shall at a minimum incorporate the design development sets as described in the American Institute of Architects (AIA) Architect's Handbook of Professional Practice, as updated.
- E. Review Process: The Government shall be allotted 10 business days to review these drawings at each stage. The submissions shall be scheduled such that the Government receives these drawings approximately 15 business days prior to any meeting. The Lessor shall respond in writing to each written Government comment on or before the date of the subsequent submission. Government review time shall not begin until such responses are received. The Lessor's responses shall be added electronically to the comment form. The 100 percent set shall have incorporated all Government comments.
- F. The Lessor shall complete the construction documents in accordance with the project schedule submitted and accepted by the Government. The final sets shall be copies of such drawings that were signed and sealed by the design professionals of record. Original signatures are not required.
- G. Annotation of Changes: The Lessor shall cloud any deviations from the previously approved submittals. Clouds shall be annotated with revision number or date.
- H. Revision Approval: All drawing and specification revisions proposed subsequent to the 100 percent or final submission shall be submitted to the Government for Government review prior to incorporation into the construction documents. The approved revision shall be submitted to the Government on or before the date it is issued to the General Contractor.
- I. Requests for Clarification: The Government shall be copied on the response to each Request for Clarification at the time it is sent to the requestor.
- J. All revisions to the final construction drawings after the design phase and during construction (Supplemental Instructions (SI), Bulletins, or otherwise named revisions), must be distributed in the noted quantities and formats to all recipients listed below.

9.5 DOCUMENT SUBMISSION REQUIREMENTS

- A. The following drawing submission requirements shall apply to all design submissions for both the Design Intent and Construction documents.
1. All plans and elevations shall be scaled at 1/8" = 1'-0" minimum and include graphic scale. North arrow shall be included on all floor plans and site plans.
 2. All drawing submissions shall be made in both electronic as well as hardcopy formats, with hard copies not to exceed 48" (w) x 36" (h) in size.
 3. The Lessor shall make allowance of 2 business days in addition to the allotted review times for security processing of packages sent to Government's Headquarters prior to start of review periods.
 4. Date of receipt of each submission shall be the date when all required documents have been received in all required formats.
 5. Electronic format: Drawings shall be provided in both AutoCAD (.DWG) and Adobe Acrobat (.PDF) file formats in optical media (Compact Disc or DVD). Verify with the Government the applicable versions of AutoCAD that will be required for those files. Each drawing file shall be named as appropriate to easily identify the depicted drawing sheet. The drawing files shall be logically organized in folders according to discipline. Submissions shall be provided in the quantities listed below and sent to the respective entities:
 - a. CD/DVD format (100% and As Built Submissions):
 - 1) (1) CD/DVD: Drawings (DWG format & PDF Format) to GSA and (b)(5); (b)(7)(F)
 - 2) (1) CD/DVD: Drawings (PDF format) to (b)(5); (b)(7)(F) and GSA
 6. Hardcopy format: Hardcopy submissions shall be provided in the quantities listed below and sent to the respective entities:
 - a. Hardcopy format (Review Submissions only):
 - 1) (1 copies) Half size Drawings to GSA
 - 2) (1 copies) Half size Drawings to (b)(5); (b)(7)(F)
 - 3) (3 copies) Half size Drawings to (b)(5); (b)(7)(F)
 - 4) (1 copies) Project manual – specs to GSA
 - 5) (1 copies) Project manual – specs to (b)(5); (b)(7)(F)
 - 6) (3 copies) Project manual – specs to (b)(5); (b)(7)(F)
 - b. Hardcopy format (100% Final Submissions only):
 - 1) (1 copies) Half size Drawings to GSA
 - 2) (1 copies) Half size Drawings to (b)(5); (b)(7)(F)
 - 3) (1 copies) Half size Drawings to (b)(5); (b)(7)(F)
 - 4) (1 copies) Project manual – specs to GSA
 - 5) (1 copies) Project manual – specs to (b)(5); (b)(7)(F)
 - 6) (1 copies) Project manual – specs to (b)(5); (b)(7)(F)
 - c. As-Built Drawings
 1. (1 copy) Half size Drawing to GSA
 2. (1 copy) Half size Drawing to (b)(5); (b)(7)(F)
 3. (2 copies) Half size Drawing to (b)(5); (b)(7)(F)

9.6 COST DOCUMENTATION: POST AWARD

- A. The Lessor shall provide a detailed itemized cost estimate with each submission. The cost estimate shall provide detailed information documenting the cost of the construction and shall identify any change order costs as of that time.
- B. Lump Sum cost data will not be accepted. The construction cost estimate/cost proposal and all change order proposals shall be provided and formatted in accordance with Federal Acquisition Regulations (FAR) 15.403, 15.404 and shall reflect the Construction Specification Institute (CSI) Format, 32 Division, work breakdown to the estimator's level to include quantity, unit, direct unit pricing of material, labor and equipment. All indirect costs such as labor burden, material taxes, bonding, insurance, overhead, profit, and general conditions shall be shown independent of the direct construction costs.
- C. All trade costs shall be supported by back up documentation on Subcontractor letterhead and shall be formatted in accordance with sections A. and B. above. All Subcontractor back up documentation shall be submitted to the Government Agency for the sole purpose of maintaining cost data for the Government's cost database for Field Office construction projects.
- D. FBI may request lessor to provide value engineering options to any phase submission.

9.7 CONSTRUCTION SCHEDULE: POST AWARD

- A. Within fourteen (14) calendar days after award of the contract for the VSF, the Lessor shall submit to the Contracting Officer a tentative design and construction schedule using Critical Path Method Scheduling, giving the dates on which the various phases of design and construction will be completed to coincide with the Government's required occupancy date. The finalized schedule shall be submitted no later than thirty (30) days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) completed construction documents; 4) start of construction; and 5) final construction completion. Other milestones may be added at the Contracting Officer's discretion.
- C. Schedule shall include date and duration of time when PSE and SSE will be closed to visitors and traffic.

9.8 CONSTRUCTION INSPECTION

- A. The Lessor shall address deficiencies identified by the Government within 20 business days of notification.

9.9 CONSTRUCTION KICK-OFF AND CONSTRUCTION MEETINGS

- A. The Lessor shall have progress review meeting with the Government a minimum of twice a month throughout the project. During construction, one meeting shall be held on the construction site and one by conference call. Minutes from these meetings shall be distributed no later than 5 business days after the meeting.
- B. Prior to the commencement of construction, the Lessor shall have a Construction Kick-off meeting with the Government;

9.10 SUBMITTALS

- A. At the Construction Kick-off meeting, the Lessor shall provide a complete construction submittal schedule to the Government. The Government will identify submittals required by the Government.
- B. At the kick-off meeting the Lessor shall provide a copy of the proposed construction site plan that indicates fences, gates, trailers, vehicle access points, parking. The Lessor shall coordinate with the Government's security personnel to ensure that site conforms to security requirements.

9.11 DOCUMENT SECURITY

- A. All documents used and created for this project are Sensitive but Unclassified (SBU).
- B. For the purposes of this contract, the Lessor shall safeguard SBU information in strict accordance with the requirements set forth within the latest edition of the General Services Administration's Public Building Service (PBS) ORDER 3490.2.
- C. SBU information may not be transmitted over the internet or any other network that would allow individuals without the proper clearances and not associated with the project to directly or indirectly have access to it. SBU information is considered secure for transmittal over the internet only if properly encrypted according to Advanced Encryption Standard (AES) 256.
- D. The Lessor shall ensure that the construction documents are secured on-site at all times and that the construction documents are seen and reviewed only by those personnel with the proper security clearances and need to know. The Lessor shall also comply with the document security requirements detailed in the RLP.
- E. All documents shall be marked on the cover page with the following disclaimer:

PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATION, OR DISTRIBUTION OF
THESE DRAWINGS, PLANS, OR SPECIFICATIONS TO
UNAUTHORIZED PERSONS IS PROHIBITED

Do not remove this notice
Properly destroy documents when no longer needed

- F. All documents shall be marked on all pages subsequent to the cover page as follows:

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FOR OFFICIAL USE ONLY

Do not remove this notice
Properly destroy documents when no longer needed.

10.0 UNIT PRICE MATRIX

Solicitation for Offer Number:

SFO Issuance Date:

Item #	Description	Units	Unit Price During Construction	Unit Price for First year after Occupancy
1	Pre-Fab VSF building	EA		
2	Exterior cladding -	SF		
3	PVC sleeve, extending 6" on either side of the wall - 2" diameter (sealed after installation of Government cabling)	EA		
4	PVC sleeve, extending 6" on either side of the wall - 4" diameter (sealed after installation of Government cabling)	EA		
DOOR / FRAME / HARDWARE				
5	Door, 3'-0" 16 GA insulated Hollow metal with : 16GA <u>fully welded</u> hollow metal frame, 3 Heavy duty - 5 knuckle - non-removable ball bearing hinges, electrified mortised lockset	EA		
6	Door, 3'-0" Structural Composite Lumber (SCL) core with wood veneer with: 16GA <u>welded</u> hollow metal frame, 3 Heavy duty - 5 knuckle - ball bearing hinges, mortised lockset	EA		
7	Door, 3'-0" 16 GA hollow metal door with: 16GA <u>welded</u> hollow metal frame, 3 Heavy duty - 5 knuckle - ball bearing hinges, mortised lockset	EA		
SPECIALTIES				
8	Millwork: Plastic laminate base cabinet and counter top with backsplash. Cabinets to be provided with (3) adjustable shelves	LF		
SECURITY				
9	(b)(5)	EA		
10		EA		
11		EA		
12		SF		
13		LF		
14		LF		
15		LF		
16		LF		
17		EA		
18		EA		
19		EA		

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

FINISHES				
20	Ceramic Tile	SF		
21	5/8" 4' X 8' fire-rated plywood (mounted)	EA		
22	Wall paint (including primer and application)	SF		
23	Painting (Primer and 2 coats) Color: To be determined at time of order	SF		
ELEC/TELE/DATA				
24	Installation of flush door access control backbox (including conduit and pull string)	EA		
25	Wall mounted duplex receptacle	EA		
26	Wall mounted duplex receptacle on dedicated circuit	EA		
27	Wall mounted duplex GFI receptacle	EA		
28	Wall mounted quad receptacle	EA		
29	Wall mounted duplex receptacle on a dedicated circuit	EA		
30	Wall mounted quad GFI receptacle	EA		
31	Wall mounted telephone or data outlet	EA		
32	Conduit, EMT, above the ceiling, with pull string - 3/4"	LF		
33	Conduit, PVC, underground, with pull string - 1" (including all required excavation and backfill)	LF		
34	Conduit, PVC, underground, with pull string - 2" (including all required excavation and backfill)	LF		
35	Conduit, PVC, underground, with pull string - 3" (including all required excavation and backfill)	LF		
36	Conduit, PVC, underground, with pull string - 4" (including all required excavation and backfill)	LF		
37	2'-0" wide by 2'-0" long parabolic lighting fixture	EA		
48	2'-0" wide by 4'-0" long parabolic lighting fixture	EA		
MECHANICAL / PLUMBING				
39	Fire Alarm Audible and Visual assembly	EA		
40	Wall-Mounted Single-Pole Switch	EA		
GENERAL				
41	Thermostat w/associated HVAC controls/boxes/dampers (i.e. VAV)	EA		

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

(b)(5)

LEASE NO. GS-03P-LVAD0547

INITIALS AS LESSOR & mac GOVT

(b)(5)

(b)(5); (b)(7)(F)
RICHMOND, VIRGINIA
MAKING & RICHMOND ASSETS

ARCHITECT OF RECORD
AIA ARCHITECTURE PC
1000 Washington Blvd. Suite 1000
Arlington, VA 22202
703.243.1100

REVISIONS TO ARCHITECTURAL EXHIBITS
DATE: 6/14/05
PROJECT NO.: 05001

FIRST
FLOOR
A9.1A

A87 RRC

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

108 6

(b)(5)

LEASE NO. GS-03P-LVA00547

INITIALS _____ LESSOR & _____ GOVT

AGD RMC

(b)(5)

(b)(5); (b)(7)(F)

[illegible]

1000 4th Ave. Suite 1000
 Atlanta, GA 30309
 Tel: 404 525 1000
 Fax: 404 525 1001
 E-mail: info@atlantafire.com
 Website: www.atlantafire.com

SIZE PLAN
A1.1

AGP mac

Scope of Work to Side Dock System.

Furnish and install (1) Special Order L - Pad Dock Seal.

Pad is designed to accommodate the 6% decline to building.

Details:

Model - PRV40

To Fit - 10' x 8' Opening with 48" Dock Height

12" Projection Bumpers

Side Pads - 8'tall x 10"/24" "L" Shaped x 16" Top / 22" Bottom Projection.

Head Pad - 11'8" wide x 12" Projection x 18" Height

Black 40oz Heavy Duty Vinyl

Pressure Treaded Wood Backing

(2) P12H1014 Bumpers

Deck Leveler Repair:

Remove existing leveler lip extension.

Furnish and install new Lip.

Lip will be a 20" projection instead of the 16" there now.

This will accommodate the decline of the truck and new 12" projection on the bumpers.

Four Entry Gates Scope of Work

1. Add barrier at bottom of rear gate
2. Fabricate and install temporary panel at entry gates (1 panel/4 mobilizations)
3. Add barrier at bottom of entry gates
4. Extend hinges to relocate entry gates.
5. Include shop drawings and field dimensions.
6. Coordinate with (b)(5); (b)(7)(F) Personnel

Printed at the Request of _____
Issued by _____ Date _____

Country

2nd Floor Renovation

ACCEPTED MANUSCRIPT

(5)

AREA OF WORK: _____

Key Plan

SCALE: 1/4" = 1' 0"

PROPERTY OF THE UNITED STATES

by
THE ECONOMIC PLANS OF
GOVERNMENTS TO
IMPROVE THE LIVING STANDARDS OF THE PEOPLE

Abstract

Abstracts of the 1998 Annual Meeting of the American Psychological Association, Washington, DC, August 1-5, 1998.

2000

111

(b)(5)

Facilities Engineering
& Design Unit

Project Title
Jail Floor Renovation

(b)(1), (b)(2), (b)(7)(C)
Jail Floor Renovation

(b)(5)

(b)(5)

Key Plan

SCALE: Not to Scale

FORWARDED TO THE LEGISLATIVE
COMMISSION ON JAIL REFORM
IN THE SENATE
JANUARY 11, 2017
BY THE
LEGISLATIVE COUNCIL
ON JAIL REFORM

Alameda County Jail

Revised: 04/10/17

Page 1 of 1

Facilities Engineering
& Design Unit

Project Title
Project Number
Project Location
Project Date

Project By

Project Title
Project Number
Project Location
Project Date

AREA OF WORK

Key Plan

PROPERTY OF THE UNITED STATES
GOVERNMENT
THIS DOCUMENT IS UNCLASSIFIED
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UNCLASSIFIED BY 60322
REASON: 1.1.4
EXEMPT FROM AUTOMATIC
DECLASSIFICATION
EXEMPT FROM AUTOMATIC
DECLASSIFICATION

Drawing Title
How Work-Change Items

Scale: AS NOTED

Project No.

Sheet No. 1 of 2

(b)(5)

(b)(5)

ASD

Facilities Engineering
& Design Unit

Prepared by _____	Date _____
Reviewed by _____	1 of 1 page
Approved by _____	Page _____

1

(5):(b)(7)(F)

UPS Center Renovation

PROPERTY OF THE UNITED STATES GOVERNMENT

OF
THE PROPOSED PLAN ON

Using the following information, answer the question.

E

Where's My Car? - Question Index

五

A2
BOSTON 107

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

Richmond Field Office AC Units

Room (b)(5)	36,000 BTU	Trane operates 24-7	FCCB1002JACF	T11C12448
(b)(5)				
Room (b)(5)	30,000 BTU	Fujitsu operates 24-7	ASU30RLX	JPA002606
(b)(5)				
Room (b)(5)	30,000 BTU	Fujitsu operates 24-7	ASU30RLX	JPA002910
(b)(5)				
Room (b)(5)	24,000 BTU	Fujitsu operates 24-7	ASU24RLF	KTA007151
(b)(5)				
Room (b)(5)	24,000 BTU	Fujitsu operates 24-7	ASU24RLF	KTA013535
(b)(5)				
Room (b)(5)	24,000 BTU	Fujitsu operates 24-7	ASU24RLF	KTA013540
(b)(5)				
Room (b)(5)	Unkown BTU	Liebert operates 24-7		
(b)(5)				
(b)(5)	120,000 BTU	Trane operates 24-7		
Room (b)(5)	24,000 BTU	Daikin operates 24-7	FTXS24LVJU	E007900
(b)(5)				
Room (b)(5)	24,000 BTU	Daikin operates 24-7	FTXS24LVJU	E007444
(b)(5)				
Room (b)(5)	30,000 BTU	LG operates 24-7	LSN307HV3	503KASL1AY90
(b)(5)				
Room (b)(5)	18,000 BTU	Daikin operates 24-7	FTXN18KVJU	E015561
(b)(5)				
Room (b)(5)	9,000 BTU	Daikin operates 24-7	FTXN09NMVJU	G001481
(b)(5)				
Room (b)(5)	12,000 BTU	Daikin operates 24-7	RXZ4NMVJU	G014043
(b)(5)				
Chiller #1	840,000 BTU	Trane		
(b)(5)				

EXHIBIT D - AGENCY SPECIAL REQUIREMENTS

Chiller #2 (b)(5)	840,000 BTU	Trane		
RTU #1 (b)(5)	1,080,00 BTU	Trane		
RTU #2 (b)(5)	1,080,00 BTU	Trane		
RTU #3 (b)(5)	75,000 BTU	Trane		
Split AC #1 (b)(5)	120,000 BTU	Trane		
Split AC #2 (b)(5)	240,000 BTU	Trane		

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL (b)(5)

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS AND SYSTEMS- The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

EXHIBIT E

FACILITY ENTRANCES AND LOBBY

(b)(5)

EXHIBIT E

(b)(5)

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

PUBLIC RESTROOMS ACCESS (SHELL)

The Lessor shall provide a means to control access to public restrooms within Government controlled space that is acceptable to the Government.

SECURING CRITICAL AREAS

(b)(5)

VISITOR ESCORT AND ID REQUIREMENTS

The Government shall require the Lessor to escort contractors, service personnel, and visitors to all non-public areas. The Lessor shall require visitors to non-public areas to display a visitor ID at all times.

SECURING COMMON BUILDING UTILITIES AND ACCESS TO ROOF

(b)(5)

CONTROL ACCESS TO CRITICAL AREAS WITHIN THE BUILDING

(b)(5)

CRITICAL SYSTEM RELOCATION

(b)(5)

RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS

The Lessor shall implement architectural or structural features, or other positive countermeasures that deny contact with exposed primary vertical load members in the public areas. A minimum standoff of at least 100 mm (4 inches) is required.

RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS

EXHIBIT E

The Lessor shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members. A minimum standoff of at least 150 mm (6 inches) is required.

INTERIOR OF SPACE

(b)(5)

SITE AND EXTERIOR OF THE BUILDING

SIGNAGE

EXHIBIT E

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

LANDSCAPING AND ENTRANCES

(b)(5)

EXHIBIT E

PARKING

NUMBER OF PARKING ENTRANCES

The number of parking entrances shall be limited to the minimum required for efficient operations or local code. Entrances to parking areas shall be equipped with vehicle gates to control access to authorized vehicles (employee, screened visitor and approved Government vehicle).

ILLUMINATION OF ENTRANCES, EXITS, PARKING LOTS AND GARAGES (SHELL)

Facility entrances, exits, parking lots and garages shall be illuminated to a minimum of 5 lumens, at all times.

AUTHORIZED ACCESS TO PARKING (SHELL)

Lessor shall limit parking and access to parking to authorized individuals.

VEHICLE SCREENING

(b)(5)

PUBLIC ACCESS TO GOVERNMENT PARKING AREAS

(b)(5)

SECURITY SYSTEMS

(b)(5)

EXHIBIT E

(b)(5)

ADDITIONAL SECURITY SYSTEMS DESIGN REQUIREMENTS

(b)(5)

EXHIBIT E

(b)(5)

STRUCTURE

(b)(5)

EXHIBIT E

(b)(5)

BUILDING SYSTEMS

(b)(5)

(b)(5)

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall only be released to authorized personnel, approved by the Government by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record, including the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

EXHIBIT E

SECURITY PLANS AND LAYOUTS – LEVEL (b)(5)

The Lessor shall secure and keep safe any security plans, construction and alteration plans and layouts. This shall be addressed in the construction security plan.

CONSTRUCTION SECURITY PLAN

The Lessor shall submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project.

ADDITIONAL SECURITY REQUIREMENTS

Pre-occupancy construction and initial space alterations shall require background checks, restrictions on accessibility, and escorts for construction personnel. The Lessor shall submit a construction security plan that addresses these measures.

SCREENING OF MAIL AND PACKAGES – LEVEL IV

(b)(5)

OCCUPANT EMERGENCY PLANS (SHELL)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and Government agency personnel.

SECURITY GUARD POSTINGS

(b)(5)

SECURITY GUARD PATROLS

(b)(5)

The Lessor and the Government shall develop in coordination with the Government's Designated (security) Official, the security guard response SOPs to alarms and incidents to ensure full coordination and cooperation between the on-site Lessor representative and the Government tenant(s).

EXHIBIT F

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT
	19	552.270-31	MAINTENANCE
	20	52.232-23	PROMPT PAYMENT
	21		ASSIGNMENT OF CLAIMS
	22	52.232-33	PAYMENT
STANDARDS OF CONDUCT	23	52.203-13	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
	24	552.270-32	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	52-203-7	COVENANT AGAINST CONTINGENT FEES
	26	52-223-6	ANTI-KICKBACK PROCEDURES
	27	52.203-14	DRUG-FREE WORKPLACE
			DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS: ADP & me
 LESSOR GOVERNMENT

LEASE NO. GS-03P-LVA00547
 GSA FORM 3517B PAGE 1 (REV 06/16)

EXHIBIT F

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: ABP & mac
LESSOR GOVERNMENT

LEASE NO. GS-03P-LVA00547
GSA FORM 3517B PAGE 2 (REV 06/16)

EXHIBIT F

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register

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semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE"	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

INITIALS: AGP & mm
LESSOR GOVERNMENT

EXHIBIT F

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

INITIALS:


LESSOR

&


GOVERNMENT

LEASE NO. GS-03P-LVA00547
GSA FORM 3517B PAGE 14 (REV 06/16)

EXHIBIT F

41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
47. **552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.

INITIALS: ABP & km
LESSOR GOVERNMENT

EGP 1970 RICHMOND LLC
SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Address: 2101 L Street, NW, Suite 650, Washington, DC 20037

Date Prepared: 04/30/19

Description of Types of Supplies/Services:

Real Estate Services

Solicitation Number: 8VA2618

Lease Number: GS-03P-LVAXXXX

Lease Term:

Firm Term: 01/16/21 – 01/15/36

Non-firm Term: 01/16/36 – 01/15/41

Options: None

Estimated Contract Value:

Firm Term: \$ 53,233,155

Non-firm Term: \$ 16,698,520

Option Period: \$ N/A

Total Estimated Lease Value: \$ 69,931,675

Place of Performance: 1970 East Parham Road, Richmond, VA 23228-2206

DUNS Number: 080095191

II. TYPE OF PLAN – FAR 19.701 (For definitions, see Cover Page and FAR clause 52.219-9):

 Commercial Plan

 X **Individual Plan**

 Master Plan

III. GOALS:

EGP 1970 RICHMOND LLC provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

Firm Term (expressed in dollars and percentages of the total dollars planned to be subcontracted) Years 1 – 15		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	6,168,600	100%
2. Large Businesses (Other than Small)	4,379,706	71%
3. All Small Businesses (including ANCs & Indian tribes)	1,788,894	29%
4. Veteran-Owned Small Businesses (VOSB) ¹	185,058	3%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	185,058	3%
6. HUBZone Small Business (HUBZone)	185,058	3%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	185,058	3%
8. Women-Owned Small Businesses (WOSB)	185,058	3%

If applicable:

Non-Firm Term (expressed in dollars and percentages of total dollars planned to be subcontracted) Years 16 – 20		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	2,056,200	100%
2. Large Businesses (Other than Small)	1,459,902	71%
3. All Small Businesses (including ANCs & Indian tribes)	596,298	29%
4. Veteran-Owned Small Businesses (VOSB)	61,686	3%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	61,686	3%
6. HUBZone Small Business (HUBZone)	61,686	3%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	61,686	3%
8. Women-Owned Small Businesses (WOSB)	61,686	3%

If applicable (for each option):

Option (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	N/A	N/A
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

¹ Items 4 through 8 stand on their own. They do not equate to the small business total. Refer to "How to do the math" tips.

Total (Firm term + Non-firm Term + Option(s)):

TOTAL LEASE GOALS (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:		
	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	8,224,800	100%
2. Large Businesses (Other than Small)	5,839,608	71%
3. All Small Businesses (including ANCs & Indian tribes)	2,385,192	29%
4. Veteran-Owned Small Businesses (VOSB)	246,744	3%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	246,744	3%
6. HUBZone Small Business (HUBZone)	246,744	3%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	246,744	3%
8. Women-Owned Small Businesses (WOSB)	246,744	3%

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

The principal types of supplies and/or services that EGP 1970 RICHMOND LLC anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size
Construction

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
(b)(4)							

Business Category or Size
Recurring Services

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
(b)(4)							

Business Category or Size
Other Subcontracted Supplies and/or Services

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
(b)(4)							

V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:

EGP 1970 RICHMOND LLC used the following method to develop the subcontracting goals:

(b)(4)

SBA Goaling Guidelines:

29% of prime contracts for small businesses;

5% of prime and subcontracts to small disadvantaged businesses;

5% of prime and subcontracts to women owned businesses;

3% of prime and subcontracts to service-disabled veteran-owned small businesses;

3% of prime and subcontracts to veteran-owned small businesses; and

3% of prime and subcontracts to HUBZone small businesses.

VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

EGP 1970 RICHMOND LLC identifies potential subcontractors using the following source lists and organizations:

(b)(4)

VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

Indirect costs HAVE BEEN (or) X HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included, the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

VIII. PROGRAM ADMINISTRATOR:

Name:

Russell A. Dalin

Title/Position:

Vice President

Address:

2101 L Street, NW, Suite 650

City/State/Zip Code:

Washington, DC 20037

Telephone number:

(202) 595-9500

Fax number:

(202) 596-3919

Email Address:

(b)(6)

Alternate POC with contact information:

(b)(4); (b)(6) (202) 595-9500, (b)(6)

Duties: In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System For Award Management (SAM) database or by contacting SBA.
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.
8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
17. Develop and maintain an incentive program for buyers that support the subcontracting program.
18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
19. Prepare and submit timely reports as outlined in Section VII.
20. Coordinate the company's activities during compliance reviews by Federal agencies.

21. Additional Duties:

IX. EQUITABLE OPPORTUNITY:

EGP 1970 RICHMOND LLC will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

A. Outreach efforts to obtain sources:

(b)(4)

B. Internal efforts to guide and encourage purchasing personnel:

(b)(4)

C. Other additional efforts:

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

EGP 1970 RICHMOND LLC agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS²:

EGP 1970 RICHMOND LLC agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts.

XII. REPORTING AND COOPERATION:

EGP 1970 RICHMOND LLC agrees to:

- (10)(i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the SF 294 (Individual Subcontract Report)** to the LCO, and the Summary Subcontract Report (SSR) ** using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 to the LCO and/or the SSR** using the eSRS;
- (v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Submit Report to:</u>
10/01-03/31	SF294	04/30	LCO
04/01-09/30	SF294	10/30	LCO
10/01-09/30	SSR	10/30	eSRS

The final ISR is due within 30 days of contract completion.

Note: for contracts awarded by GSA's Public Building Service (PBS), select PBS as the "agency to which the report is being submitted", code 4740, in eSRS.

The contractor must correct and resubmit the report within 30 days of receiving notice of rejection by the contracting officer.

² As required by the FAR per Federal Acquisition Circular (FAC) 2005-89.

XIII. RECORDKEEPING:

EGP 1970 RICHMOND LLC will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
3. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
4. Records of any outreach efforts to contact
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
5. Records of internal guidance and encouragement provided to buyers through
 - (A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. **Contractors having commercial plans need not comply with this requirement.**

7. Other records to support your compliance with the subcontracting plan:

XIV. ADDITIONAL ASSURANCES³:

1. EGP 1970 RICHMOND LLC will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.⁴

2. EGP 1970 RICHMOND LLC will provide the Lease Contracting Officer with a written explanation if the lessor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Lease Contracting Officer within 30 days of contract completion.

3. EGP 1970 RICHMOND LLC will not prohibit a subcontractor from discussing with the Lease Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.

4. EGP 1970 RICHMOND LLC assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if EGP 1970 RICHMOND LLC pays a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

³ Effective November 1, 2016 by FAC 2005-89

⁴ Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontract plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

XV. DESCRIPTION OF GOOD FAITH EFFORT (Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort):

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

EGP 1970 RICHMOND LLC will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

(b)(4)

XVI. STATUTORY REQUIREMENTS (FAR 19.702)

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- Each contract modification that causes the value of a contract without a subcontracting plan to exceed \$700,000 (\$1.5 million for construction), shall require the Contractor to submit a subcontracting plan for the contract, IF the Contracting Officer determines that subcontracting possibilities/opportunities exist.
- The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- Reminder: As stated in 15 U.S.C. 637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

The above requirements will be negotiated with the Lease Contracting Officer prior to approval. The Lease Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

SIGNATURE REQUIRED:

This subcontracting plan was SUBMITTED by:

Signature:

(b)(6)

Typed Name:

Russell A. Dalin

Company Title:

Vice President

Date Signed:

03/26/2019

Government Lease Contracting Officer APPROVAL:

Signature:

Printed Name:

Agency:

Date Signed: